



SO ORDERED,

A handwritten signature in blue ink that reads "Edward Ellington".

**Judge Edward Ellington
United States Bankruptcy Judge
Date Signed: March 26, 2015**

The Order of the Court is set forth below. The docket reflects the date entered.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

IN RE: Erika Latrice Holmes

BANKRUPTCY NO. 12-03496-EE

Capital Furniture Company, Inc.

Plaintiff

vs.

ADVERSARY NO. 15-00018-EE

Erika Latrice Holmes

Defendant

AGREED JUDGMENT

THIS CAUSE, having come on for consideration by the Court this date on the Complaint of Capital Furniture Company, Inc. ("Capital Furniture"), and the Court, having jurisdiction over the parties hereto and the subject matter hereof, and having considered this matter and being otherwise fully advised in the premises, finds that the parties agree as follows:

THAT Debtor is indebted to Capital Furniture under a Retail Installment Contract and Security Agreement dated September 17, 2011 ("the Agreement"). As of the filing date the net payoff due from Debtor to Capital Furniture pursuant to the Agreement was \$2,205.49, plus costs and attorney's fees, interest at rate provided in the Agreement, and other allowable costs. As of the date of the conversion of the bankruptcy to Chapter 7 the net payoff due from Debtor to Capital Furniture pursuant to the Agreement was \$1,768.44, plus costs and attorney's fees, interest at rate provided in the Agreement, and other allowable costs.

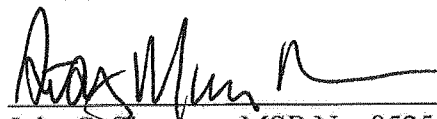
THAT Capital Furniture alleges that Debtor defaulted on the second installment due to Capital Furniture pursuant to the Agreement.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND AGREED that Debtor's indebtedness to Capital Furniture Company, Inc. pursuant to the Agreement dated September 17, 2011 shall be and is hereby determined to be nondischargeable pursuant to 11 U.S.C. §§ 523(a)(2). In full and complete satisfaction of Debtor's liability pursuant to the Agreement, Debtor agrees to pay, and Capital Furniture agrees to accept, 48 payments in the amount of \$50.00 each month, beginning April 15, 2015 and continuing on or before the 15th day of each and every month thereafter until the amount of the total sum of \$2,400.00 is paid in full. Such payments will be to the order of Capital Furniture Company, Inc. and will be mailed to Capital Furniture Company, Inc., at 1718 Bailey Avenue, Jackson, Mississippi 39203. Should Debtor fail to remit said payments as and when agreed, and should such default continue for a period of fifteen days, Capital Furniture may immediately proceed to enforce the full amount of the indebtedness then due pursuant to the Agreement.

IT IS, FURTHER, ORDERED, ADJUDGED, AND AGREED that this adversary proceeding shall be closed upon entry of this judgment.

##END OF JUDGMENT##

SUBMITTED AND AGREED BY:



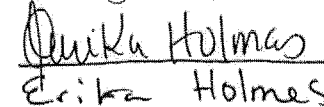
John S. Simpson, MSB No. 8525
Stacey Moore Buchanan, MSB No. 103882
Attorneys for Capital Furniture
P.O. Box 1410
Ridgeland, MS 39158-1410
(601) 957-6600
sbuchanan@simpsonlawfirm.net

AGREED AND APPROVED:



Thomas C. Rollins, Jr., MSB No. 103469
Attorney for Debtor
The Rollins Law Firm, PLLC
774 Avery Boulevard North, Suite D
Ridgeland, MS 39157
(601) 500-7122
trollins@therollinsfirm.com

-2-



Erika Holmes